



# COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
LOS ANGELES, CA 90012



**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

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April 4, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## **APPROVAL OF ASSIGNMENT AND DELEGATION AGREEMENT – CLEAN-UP AND TRASH REMOVAL SERVICES (3 VOTES)**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Mayor to sign the attached Assignment and Delegation Agreement which delegates and assigns all rights, obligations, and interest of Contract No. 74795 with Si-Nor Incorporated (Si-Nor) to Apex Waste Systems, Inc., (Apex).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On March 30, 2004, your Board approved the Clean-up and Trash Removal Services contract, which commenced May 1, 2004 with Si-Nor. As the Public Administrator for Los Angeles County, the Treasurer and Tax Collector (TTC) administers decedent estates and under agreement with the Department of Mental Health, Public Guardian (PG) also provides estate management services to conservatee estates. The as-needed services include indoor and outdoor clean-up and trash removal at the estate properties located throughout Los Angeles County and occasionally in neighboring counties. The size and complexity of the job and the condition of the job site varies.

In June 2005, Si-Nor informed the County of Los Angeles (County) that, pursuant to a purchase transaction, Apex intends to acquire Si-Nor's Los Angeles County operations and requested that the Si-Nor contract for clean-up and trash removal services be assigned to Apex, under Section 10.0, Assignment and Delegation, of the contract following the acquisition. In order to confirm that Apex possesses financial capability to successfully execute services required in the Clean-Up and Trash Removal Services contract, TTC has reviewed the financial statements and other documents of Apex and finds that Apex is a responsible corporate entity capable of carrying out the required contract services. The manager and staff that will perform the services for Apex are the same that have provided services to Si-Nor's Los Angeles County operations. TTC recommends that the Board approve this Assignment and Delegation to Apex. The current contract with Si-Nor expires on April 30, 2006, with three additional one-year extension periods.

The Honorable Board of Supervisors  
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### Implementation of Strategic Plan Goals

The assignment and delegation of this contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This assignment and delegation agreement will enable the continued operations through the utilization of the contractor's expertise to effectively provide these as-needed clean-up and trash removal services in a timely and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

The proposed assignment and delegation agreement with Apex will not exceed the previously approved Si-Nor contract annual maximum sum of \$100,000. The Assignment and Delegation to Apex will not result in an increase to the existing fees. Funds are appropriated in the current year's budget for these services, and are offset by reimbursements from the individual estates and/or the PG, as appropriate.

Living Wage Program requirements do not apply to this non-Proposition A contract.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contractor is in compliance with all Board and TTC requirements. County Counsel has reviewed and approved the Assignment and Delegation Agreement as to form.

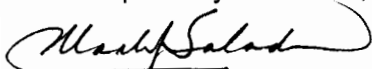
### **IMPACT ON CURRENT SERVICES**

There is no impact on current services. Approval of this Assignment and Delegation Agreement provides for the continuation of existing services.

### **CONCLUSION**

Upon approval and execution by the Board, it is requested that the Executive Officer/Clerk of the Board return three (3) signed originals of the Agreement and one (1) adopted Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO  
Treasurer and Tax Collector

MJS:jab  
Assignment and Delegation

Attachment (1)

c: Chief Administrative Officer  
County Counsel  
Department of Mental Health, Public Guardian  
Executive Officer, Board of Supervisors

**ASSIGNMENT AND DELEGATION AGREEMENT**  
**CLEAN-UP AND TRASH REMOVAL SERVICES**

THIS ASSIGNMENT AND DELEGATION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Los Angeles ("COUNTY"), Si-Nor Incorporated (Si-Nor), and Apex Waste Systems, Inc., (Apex).

WHEREAS, Si-Nor provides clean-up and trash removal services to COUNTY pursuant to a Clean-Up and Trash Removal Services contract with COUNTY (Contract No. 74795), which was adopted by the Board of Supervisors on March 30, 2004 and commenced May 1, 2004 incorporated herein by reference (hereafter referred to as "Contract");

WHEREAS Si-Nor desires to delegate and assign all its rights, obligations and interest under the Contract to Apex and Apex desires to assume these rights, obligations and interest in said Contract;

WHEREAS, Si-Nor and Apex represent that they have the consent, power, and authority to assign and transfer all rights, obligations and interest contained in said Contract;

WHEREAS, Si-Nor and Apex have asked COUNTY to consent to the assignment and delegation of all rights, obligations and interest under said Contract;

WHEREAS, under the terms of the Contract, a written assignment and delegation of the Contract must be approved by the COUNTY;

WHEREAS, the COUNTY has reviewed the financial statements and other documents of Apex and finds that Apex is a responsible corporate entity capable to carrying out the clean-up and trash removal services in the Contract;

NOW, THEREFORE, COUNTY, Si-Nor and Apex agree as follows:

(1) All rights, obligations, and interest in said Contract for clean-up and trash removal services between Si-Nor and COUNTY shall be assigned and delegated to Apex.

(2) Apex assumes and receives from Si-Nor all rights, obligations, and interest of Si-Nor in said Contract for clean-up and trash removal services.

(3) Apex agrees to abide by all terms and conditions of said Contract for clean-up and trash removal services between Si-Nor and COUNTY.

(4) Si-Nor and Apex agree that COUNTY shall not pay any additional monies for the provision of clean-up and trash removal services by either Si-Nor or Apex as a result of this assignment Contract that would have been owed under the Contract in the absence of this assignment agreement.

(5) Si-Nor and Apex shall indemnify, defend, and save harmless COUNTY and their agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever in connection with any claim of any third party with regard to any fee to be paid to Si-Nor or Apex pursuant to this assignment agreement.

(6) Si-Nor and Apex shall indemnify, defend, and save harmless COUNTY, its agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever in connection with any dispute between Si-Nor and Apex regarding payment of monies for clean-up and trash removal services to either Si-Nor or Apex pursuant to this assignment agreement.

(7) COUNTY consents to this assignment of rights, obligations, and interest of Si-Nor in said Contract to Apex pursuant to this assignment agreement.

(8) The Contract for clean-up and trash removal services between Si-Nor and COUNTY are incorporated as a part of this assignment agreement.

(9) This assignment Contract shall constitute the complete and exclusive statement of understanding between COUNTY, Si-Nor and Apex and supersedes all previous written or oral Contracts, and all prior communications between COUNTY, Si-Nor, and Apex relating to the subject matter of this assignment agreement.

(10) This assignment agreement shall be construed as if prepared by all parties.

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COUNTY, Si-Nor, and Apex, by mutual subscription, agree to this Assignment and Delegation.

By \_\_\_\_\_  
Si-Nor Incorporated Date

By \_\_\_\_\_  
Apex Waste Systems Inc. Date

By \_\_\_\_\_  
County of Los Angeles  
Mayor, Board of Supervisors Date

ATTEST:

JOANNE STURGES  
Acting Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel Date